

| ADDENDA LOG | | |
|-------------|-------------|---------|
| DATE ISSUED | DESCRIPTION | OFFICER |
| | | |

ROADMAP

This contract is used for the purchase and delivery of sodium hypochlorite (NaOCl) in 10.5% solution in tank truck loads to Miami-Dade Water and Sewer Department, water and wastewater facilities on an as-needed when-needed basis.

PRICES

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed for a period of one year after the commencement of the contract. After this period, the County may consider an adjustment to price for Item 1 identified in Section 4 of this solicitation, for the next twelve (12) months period based on changes in the following pricing index: Producer Price Index (PPI), commodity code 06130302: Chlorine, sodium hydroxide, and other alkalies.

Prices for Items 2 through 5, pricing shall remain fixed and firm for a period of 5 years. It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of contract annual anniversary awarded date, the vendor's request for adjustment should be submitted 90 calendar days prior to the contract annual anniversary awarded date. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that there may be no price adjustments for the next 12 months of the contract.

Any adjustment request received after the time specified herein may not be considered.

The County reserves the right to reject any price adjustments submitted by the vendor and/or to terminate the contract with the vendor based on such price adjustments. The County may negotiate lower pricing during the contract period based on market research information or other factors that influence price. The County also reserves the right to apply any reduction in pricing based on the downward movement of the applicable index.

The bidder's price quoted shall be inclusive of all costs, charges, and fees involved in providing the specified products. Additional charges of any kind added to the invoice submitted by the contractor will be disallowed.

DELIVERY SHALL BE TWO (2) DAYS AFTER DATE OF ORDER

The bidder shall make deliveries within two (2) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the bidder(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the bidder(s) to whom the contract(s) is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent bidder with any re-procurement costs. If the bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

The delivery person needs to be present during the unloading process of the product at the designated facility. A Water and Sewer representative will also be present to witness the unloading process.

BACK ORDER DELAYS IN DELIVERY SHALL NOT BE ALLOWED

The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the bidder is required to deliver all items to the County within the time specified in this solicitation and resultant contract; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established. In the event that the bidder fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another bidder, and charge the incumbent bidder for any re-procurement costs. If the bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

SECURITY OF DELIVERIES

The awarded bidder of this bid shall not disclose any shipping information, e.g. delivery schedules, tank trucks locations, delivery routes, etc., to any person, company or organization without the written permission of the Miami-Dade Water and Sewer Department, Water Production and/or Wastewater Treatment Plant Maintenance Division Chief or his/her designee. The award bidder must seal all shipments made pursuant to this bid and seal must remain unbroken until the delivery is received at the designated delivery facility. The Director's Office may be contacted at the following numbers:

Water Production

Office: (786) 552-4721

Cellular: (786) 229-0701

Fax: (305) 889-5881

Wastewater Operations and Maintenance

Office: (786) 552-4004

Cellular: (786) 218-0758

Fax: (786) 552-4151

The delivery person needs to be present during the unloading process of the product at the designated facility. A Water and Sewer representative must also be present to witness the unloading process.

TESTING OF RANDOM SAMPLES OF DELIVERED PRODUCTS

During the term of the contract, samples of delivered items may be randomly selected and tested for compliance with these specifications. If it is found that the delivered commodities do not conform to the specifications, the county shall require replacement within a reasonable length of time and may cancel the contract for cause.

The County reserves the right to perform its own testing procedures or to send any and all samples to any certifiable NELAC laboratory for analysis. Any costs for testing shall be borne by the County. On the basis of this testing and analysis, the County shall be sole judge of the acceptability of the sample in conformance with the bid specifications and its decision shall be final. Any sample submitted shall create an express warranty that the whole of the goods and/or services to be provided by the bidder during the contract period shall conform to the sample submitted. The bidder shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY

The successful vendor shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES

While the County has listed all major items within this solicitation which are utilized by County department in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the similar items. If there are multiple vendors on the contract, the County representative may also obtain price quotes from these vendors. The County reserves the right to award these similar items to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

DELIVERY REQUIREMENTS

Deliveries shall be made with tank trucks equipped with self-contained pumps capable of filling Miami-Dade Water and Sewer's storage tanks. Vendor must have sufficient equipment and workforce to make deliveries as required including more frequent demands due to weather related events or biological upsets experienced at the facility.

Deliveries to the Central (Virginia Key) and South (Blackpoint) District Treatment Plants shall be in tank truck loads of approximately 5,000 gallons.

Deliveries to the Ninth Street pumping station shall be in increments of approximately 1,000 gallons. The remainder (4,000 +/- gallons) shall be delivered to the Central District Plant (Virginia Key). This delivery shall constitute a "split load", as one tank load will service two distinct locations.

Deliveries of the Fourth Street Pumping Station shall be in increments of 4,000 gallons. The amount remaining shall be delivered to the North District Plant (Interama). This delivery shall constitute a "split load" as one tank load will service two distinct locations.

Deliveries to the Leisure City location with the South Dade Water Supply System (Rex) shall be made in tank truck loads with a weekly delivery of approximately 1,200 gallons +/- for a rental tank with a 2,000 gallon capacity.

Miami-Dade County will not pay extra cost for "split load" deliveries. Bidder must include this cost in the bid prices.

Delivery addresses are:

1. Ninth Street Pumping Station
311 NE 9th Street
Miami, Florida 33132

Tank Capacity = 1,500 gallons

2. Central District Plant Wastewater Treatment Plant
(Virginia Key)
3989 Rickenbacker Causeway
Key Biscayne, Florida 33149
Tank Capacity = 5 tanks each @
Total estimated gallons 6,500
3. Fourth Street Pumping Station
390 North River Drive
Miami, Florida 33128
Tank Capacity = 1,900 gallons
4. North District Wastewater Treatment Plant
(Interama)
2575 NE 151st Street
North Miami Beach, Florida 33160
Tank Capacity = 2,550 gallons
6 tanks each @ 10, 000 gallons
- ❖ Note: this facility will require an additional four (4) 2,000 gallon storage tanks with 8X8 containment.
5. South District Wastewater Treatment Plant
(Blackpoint)
8950 SW 232nd Street
Miami, Florida 33190
Tank Capacity =
1 tank @ 2,000 gallons
3 tanks @ 7,000 gallons
1 tank @ 237,900 gallons
6. John E. Preston Plant Water Treatment Plant
1100 West 2nd Ave
Hialeah, Florida 33010
Tank Capacity = 2,000 gallons
- ❖ Note: this facility will require six (6) to twelve (12) 2,000 gallon storage tanks with 8X8 containment.
7. Hialeah Water Treatment Plant
700 West 2nd Ave
Hialeah, Florida 33010
Tank Capacity = 2,000 gallons
- ❖ Note: this facility will require six (6) 2,000 gallon storage tanks with 8X8 containment.
8. Alexander Orr Water Treatment Plant
6800 SW 87th Ave
Miami, Florida 33173
Tank Capacity = 2,000 gallons

- ❖ Note: this facility will require to twelve (12) 2,000 gallon storage tanks with 8X8 containment.
- 9. Rex Facility Tank Capacity = 2,000 gallons
15225 Harding Lane
Leisure City, Florida 33033
- ❖ Note: this facility will require one (1) 2,000 gallon storage tanks with 8X8 containment.

REQUIRED DOCUMENTATION FOR EACH DELIVERY

- A. Certificate of Analysis must accompany each load. The certificate shall denote:
 - 1. Available chlorine by percent weight, measured by titration.
 - 2. Excess alkalinity by percent weight, measured by titration.
 - 3. Specific gravity, measured by hydrometer
 - 4. Color and clarity, measured by thermometer
 - 5. Temperature, measured by thermometer
 - 6. Batch number, and date of batch
 - 7. Plant location
 - 8. Signature of analyst
- B. Each load delivered shall be accompanied by a scale ticket (State of Florida certified scale) showing the gross weight, TARE weight, and net weight of the vehicle. Miami-Dade Water and Sewer will use 9.8 pounds of product to equal one gallon to verify gallons delivered.

AWARDED VENDOR INFORMATION

| | |
|-----------------|--|
| FEIN/Suffix | 590776285/02 |
| Contact Person: | Catherine Guillarmod |
| Telephone No.: | (305) 888-2623 |
| Fax No.: | (305) 463-8369 |
| Toll Free No.: | (800) 437-8715 |
| E-Mail Address: | cathieq@allieduniversal.com |

AWARDED ITEMS

| Item no. | Description | Est. Annual Quantity/Unit Measures | Unit Price |
|----------|--|------------------------------------|------------------------|
| 1 | Sodium Hypochlorite 10.5% Solution | 12,000,000/gallons | \$ 0.667/Per Gallon |
| | Gallon = 9.8 Pounds | | |
| | C.A.S. No: | | 7681-52-9 |
| | C.A.S. = Chemical Abstracts Service Number | | |
| | Manufacturer Name: | | Allied Universal Corp. |
| 2 | Rental of 2,000 gallon single wall tanks. Includes basic plumbing pulling discharge and complete fill connections. | 7/2,000 gallon | \$ 50.00/Per Tank |
| 3 | 8 X 8 Containment | 7/each | \$ 50.00/Per Tank |
| 4 | Additional 2,000 gallon single wall tank(s), as required | | \$ 50.00/Per Tank |
| 5 | Additional 8 X 8 Containment(s), as required | | \$ 50.00/Per Tank |